

Remarks

Applicants reply to the Examiner's comments in the Advisory Action mailed on June 11, 2007, and submit these remarks and amendments. Applicants request that the Examiner consider the amendments and remarks prior to examining the above-referenced patent application after RCE. Claims 1-12 were pending in the application and the Examiner rejects claims 1-12. Support for the amendments may be found in the originally-filed specification, claims, and figures. No new matter has been introduced by these amendments. Reconsideration of this application is respectfully requested.

In the previously filed Reply, Applicants argued that Narayan (2004/0088245) fails to disclose or suggest, "receiving, at a nominated bank computer associated with a nominated bank, at least one document presented under said letter of credit for at least one of payment, acceptance, and negotiation, where said nominated bank and said issuing bank have agreed to program conditions pursuant to which said nominated bank, based upon examination of said document by said nominated bank and **before said document is forwarded to, received, and accepted by said issuing bank**, at least one of pays, accepts and negotiates said credit with limited recourse to said issuing bank for discrepancies in said document" (emphasis added). In response, the Examiner asserts that, "Dykstra discloses that the document is processed and sent through a thorough review process" (Advisory Action). Applicants respectfully disagree.

Applicants note that the Dykstra reference is not related to creating and processing letters of credit for the purpose of facilitating trade. Applicants respectfully assert that Dykstra is not in any way related to the presently claimed invention which is directed towards issuance and processing of letters of credit. In contrast to the presently claimed invention, Dykstra is a system and method directed towards evaluating a borrower's credit and loan application. Though the term "credit" is common between the present claims and Dykstra, the term has two completely dissimilar meanings as applied in the financial services industry and as explained in the present specification.

1. In contrast to the presently claimed invention which issues a Letter of Credit specifying the terms of an agreement, Dykstra performs an analysis of applicant's credit rating.

Dykstra generally discloses a fully automated credit evaluation and loan processing apparatus. Specifically, Dykstra is an online loan approval system, wherein a borrower may select a desired lending institution and then enter loan application data. When the loan

application is submitted, the Dykstra system accesses a credit bureau that has been pre-selected by the lender and obtains a credit report for the borrower. The Dykstra system further accesses the credit scoring model that has also been pre-selected by the lender. Then, through a two-step scoring process, the Dykstra system determines two scores, combines them, and accesses a scoring matrix corresponding to the specific lender. A loan value is assigned to the score and then the Dykstra system compares the score to a cut-off level that has been set by the lender. Thus, Dykstra is a third-party system of approving loans for a borrower on behalf of any number of lenders. As such, Dykstra does not include, “issuing a letter of credit, by an issuing bank computer associated with an issuing bank, in favor of a beneficiary upon application by an applicant,” as similarly recited by independent claims 1, 6, 8 and 10-12.

2. In contrast to the presently claimed invention which determines conformity with a Letter of Credit, Dykstra simply issues loan pre-approval based on an applicant’s credit rating.

Dykstra further discloses that an application for a loan can be pre-approved without review from the lender. Specifically, Dykstra discloses that, “By using a custom or generic model, final approval can be determined without need for the lender to review a pre-approval or pre-qualification” (column 4, lines 56-58). Note, that Dykstra discloses that a loan can be “pre-approved” or “pre-qualified.” In other words, additional actions must be performed by the borrower and lender in order to offer final approval of the requested loan. Such further actions are disclosed, as Dykstra then states that, “borrower can then take a copy of the facsimile approval to the lender for verification and sign the papers for the loan, or the lender may choose to purchase the financing contract for the borrower directly from the merchant” (column 5, lines 6-9). As such, Dykstra does not include, “examining said document, by said nominated bank, for conformity to stipulated documents specified in said letter of credit; and where said document is determined to be in conformity with said stipulated documents,” as similarly recited by independent claims 1, 6, 8 and 10-12.

3. In contrast to the presently claimed invention which results in payment, acceptance, and/or negotiation a Letter of Credit, Dykstra simply results in a loan to applicant.

Following a formal approval process, the Dykstra system simply provides a loan to the applicant. Dykstra discloses that the formal approval process includes providing pre-approval documentation to the lender for review and signing loan papers. As such, Dykstra does not include, “at least one of paying, accepting, and negotiating said letter of credit with limited

recourse to said issuing bank for discrepancies in said document,” as similarly recited by independent claims 1, 6, 8 and 10-12.

4. In contrast to the presently claimed invention which results in payment to a seller, Dykstra results in payment of a loan amount to a loan applicant.

Dykstra discloses that an applicant may be pre-approved for a loan online. The applicant is issued a pro-approval document from the system that may be presented to the lender for formal approval and loan document signing. Based on the final approval and final document signing, the applicant is given a loan in the approved amount. As such, Dykstra does not include releasing funds to a seller based on “examining said document, by said nominated bank, for conformity to stipulated documents specified in said letter of credit; and where said document is determined to be in conformity with said stipulated documents, and where provided in said program conditions, said nominated bank at least one of paying, accepting, and negotiating said letter of credit with limited recourse to said issuing bank for discrepancies in said document,” as similarly recited by independent claims 1, 6, 8 and 10-12.

5. In contrast to the presently claimed invention wherein the issuing bank is unaware of final approval of compliance with the terms of a Letter of Credit, the lender of Dykstra performs a final approval of compliance with loan documentation.

Dykstra discloses that additional actions must be performed by the borrower and lender in order to offer final approval of a requested loan. Dykstra then states that, “borrower can then take a copy of the facsimile approval to the lender for verification and sign the papers for the loan, or the lender may choose to purchase the financing contract for the borrower directly from the merchant” (column 5, lines 6-9). As such, Dykstra does not include, “based upon examination of said document by said nominated bank and before said document is forwarded to, received, and accepted by said issuing bank, at least one of pays, accepts and negotiates said credit,” as similarly recited by independent claims 1, 6, 8 and 10-12.

Importantly, even assuming that a comparison can be made between the Dykstra “credit analysis” and the presently claimed invention’s “letter of credit”, Dykstra still lacks disclosure of a system whereby a transfer of a currency value in exchange for goods or services can be facilitated without receipt and acceptance of the letter of credit by the issuer. As such, Dykstra does not disclose or suggest at least, “receiving, at a nominated bank computer associated with a nominated bank, at least one document presented under said letter of credit for at least one of payment, acceptance, and negotiation, where said nominated bank and

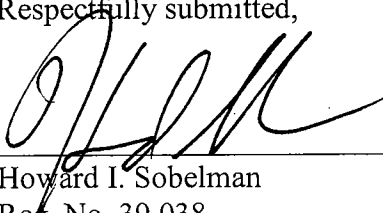
said issuing bank have agreed to program conditions pursuant to which said nominated bank, based upon examination of said document by said nominated bank and **before said document is forwarded to, received, and accepted by said issuing bank**, at least one of pays, accepts and negotiates said credit with limited recourse to said issuing bank for discrepancies in said document,” (emphasis added) as similarly recited in independent claims 1, 6, 8 and 10-12.

Claims 2-5, 7 and 9 variously depend from independent claims 1, 6 and 8, so Applicants assert that claims 2-5, 7 and 9 are differentiated from the cited reference for the same reasons as set forth above, in addition to their own respective features.

In view of the above remarks, Applicants respectfully submit that all pending claims properly set forth that which Applicants regard as their invention and are allowable over the cited references. Accordingly, Applicants respectfully request allowance of the pending claims. The Examiner is invited to telephone the undersigned at the Examiner’s convenience, if that would help further prosecution of the subject application. The Commissioner is hereby authorized to charge any fees which may be required, or credit any overpayment, to Deposit Account No. 19-2814.

Respectfully submitted,

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By: 
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